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11 UNITED STATES DISTRICT COURT

12 CENTRAL DISTRICT OF CALIFORNIA

13 WILLIAM STEWART, an individual.

14 Plaintiff,

15 v.

16 THE BOEING COMPANY, a
17 Delaware Corporation and DOES 1
18 through 50, inclusive.

19 Defendants.

Case No. CV12-5621 RSWL (AGRx)

**DECLARATION OF ALLEN B.
FELAHY IN SUPPORT OF MOTION
OF FELAHY LAW GROUP TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF WILLIAM STEWART**

Date: June 18, 2013

Time: 10:00

Courtroom: 21

Judge: Ronald S.W. Lew

DECLARATION OF ALLEN B. FELAHY

I, Allen B. Felahy, declare as follows:

1. I am an attorney duly admitted to the Bar of the State of California and the United States District Court, Central District of California. I am the Managing Partner at the Felahy Law Group, counsel for Plaintiff William Stewart in this action. I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. On January 3, 2012, Mr. Stewart signed an engagement agreement, retaining FLG to represent him in this action. Under the agreement, Mr. Stewart agreed to pay a per hour rate for FLG's legal services and to pay out-of-pocket costs on a monthly basis.

3. As of the close of February 2013, and before FLG commenced its efforts to withdraw, Mr. Stewart's outstanding balance with FLG was \$16,932. Mr. Stewart last made any payment to FLG in October 2012. Since that time, FLG has repeatedly requested payment from Mr. Stewart and advised him that FLG could not continue as his counsel without payment. Mr. Stewart has failed to pay any of the past due amounts, and FLG has reason to believe that it will not be paid in full for any future billings on this matter if it remains counsel for Mr. Stewart.

4. After the April 30, 2013 hearing on FLG's initial Motion to Withdraw, Mr. Stewart stated to FLG's counsel, Kimberly Wind, that he "was promised a contingency." That is not accurate. FLG has not entered into a contingency fee agreement with Mr. Stewart. Nor has FLG made any representation to Mr. Stewart that FLG would do so.

5. On March 12, 2013, FLG requested that Mr. Stewart sign a Request for Approval of Substitution of Attorney ("Request"). Mr. Stewart, however, did not provide FLG with a signed Request.

6. Since the April 30, 2013 hearing on FLG's initial Motion to Withdraw, Mr. Stewart has continued to fail to pay any amount of his outstanding legal fees.

DECLARATION OF ALLEN B. FELAHY

I, Allen B. Felahy, declare as follows:

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